



August 3, 2004

Southwestern Bell Communications Services aka SBC Long Distance
Mark Mattson
Associate Director/Carrier Management
308 S. Akard, Room 1530.A1
Dallas, Texas 75202
Phone- 214-858-3319

Subject: Agreement to Adopt Qwest Corporation's Statement of Generally Accepted Terms ("SGAT") and Associated Exhibits, for the State of Nebraska

Dear Mr. Mattson,

We have received your request that, in accordance with Section 252(i) of the Federal Telecommunications Act of 1996, Southwestern Bell Communications Services aka SBC Long Distance, ("SBC-LD") wishes to enter into Qwest Corporation's Statement of Generally Available Terms ("SGAT") and associated Exhibits A through M, for the State of Nebraska.

By signing this letter (hereinafter referred to as the "Agreement"), SBC-LD and Qwest Corporation ("Qwest") incorporate herein and hereby adopt and agree to be bound by all terms and provisions of the SGAT and Exhibits that are on file with the Nebraska Public Utilities Commission and in effect as the date of this letter, including the effective term of the SGAT. These include the following documents, with their corresponding effective dates:

SGAT	Statement of Generally Available Terms	dated 05/31/02
Exhibit A	Nebraska Rates	dated 03/29/04
Exhibit B	Service Performance Indicators	dated 06/29/04
Exhibit C	Service Interval Tables	dated 05/31/02
Exhibit D	Qwest Right of Way, Pole Attachment and/or Innerduct Occupancy General Information Document	dated 05/31/02
Exhibit E	Vertical Switch Features for UNE Switching	dated 05/31/02
Exhibit F	Special Request Process	dated 05/31/02
Exhibit G	Change Management Process (CMP)	dated 05/31/02
Exhibit H	Reserved for Future Use	dated 05/31/02
Exhibit I	Individual Case Basis (ICB)	dated 05/31/02
Exhibit J	Election of Reciprocal Compensation Option	dated 05/31/02
Exhibit K	Performance Assurance Plan	dated 06/29/04
Exhibit L	Advice Adoption Letter	dated 05/31/02
Exhibit M	Interim Advice Adoption Letter	dated 05/31/02

With respect to this Agreement, SBC-LD and Qwest (hereinafter referred jointly to as "the Parties") further understand and agree:

1. Qwest requests that notice to Qwest Corporation as may be required under the Agreement or SGAT shall be provided as follows:

To:

Qwest Corporation
Director Interconnection Agreements
1801 California Street, Room 2420
Denver, CO 80202
303-965-3029
Email – intagree@qwest.com

With copy to:

Qwest Corporation Law Department
Attention: Counsel, Interconnection
1801 California Street, 49th Floor
Denver, CO 80202

SBC-LD requests that notice to SBC-LD as may be required under the Agreement or SGAT shall be provided as follows:

Southwestern Bell Communications Services aka SBC Long Distance
Mark Mattson
Associate Director/Carrier Management
308 S. Akard, Room 1530.A1
Dallas, Texas 75202
Phone- 214-858-3319
Fax- 214-858-3082
Email mm3303@sbccom

2. SBC-LD represents and warrants that it is a certified local exchange carrier in the State of Nebraska and that this Agreement will cover services in that state only.

3. SBC-LD shall sign all three original of this Agreement, and return them to:

Qwest Corporation
Manager of Interconnection Agreements
1801 California St, Suite 2420
Denver, CO 80202
Phone: 303-965-3029

4. If the Nebraska Public Utilities Commission approves or allows to become effective the withdrawal or revision of the above-identified SGAT or any of the associated Exhibits before this Agreement is executed by both parties, then the terms of this Agreement shall be rendered null and void. SBC-LD and Qwest may thereafter discuss execution of a new Agreement that adopts the SGAT and associated Exhibits as most recently approved or allowed to become effective by the Nebraska Public Utilities Commission.

5. Qwest will file this Agreement with the Nebraska Public Utilities Commission for approval pursuant to Section 252 of the Federal Telecommunications Act of 1996. Qwest notes that some state commissions may not approve the Agreement until the SBC-LD is certified by the state commission.

6. Exhibit J, Election of Reciprocal Compensation Option, establishes the Reciprocal Compensation rate for 251(b)(5) voice traffic billed by the Parties. SBC-LD chooses voice services compensation at: (MUST Initial ONE choice)

1. _____ FCC Ordered Rate OR 2. _____ State Ordered Rate

The Parties agree to all terms and conditions contained in this Agreement as indicated by signatures below:

**Southwestern Bell Communications
Services aka SBC Long Distance**

Qwest Corporation

Signature

Signature

David G. Hammock

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

RVP-Carrier MGMT-Local Access

Title

Director-Interconnection Agreements

Title

Date

Date